

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
*Northern Division***

WORLD FUEL SERVICES EUROPE
LTD., d/b/a TRANS-TEC,

Plaintiff,

v.

Civil Action No. _____

M/V TEMARA,
her engines, tackle, equipment,
appurtenances, etc., *in rem*,

Defendant

* * * * *

VERIFIED COMPLAINT

WORLD FUEL SERVICES EUROPE LTD., d/b/a TRANS-TEC, by and through its attorneys, Alexander M. Giles, Imran O. Shaukat, and Semmes, Bowen & Semmes, for its Verified Complaint against the M/V TEMARA, her engines, tackle, equipment, appurtenances, etc., *in rem*, states and alleges as follows:

Jurisdiction and Venue

1. This is a cause within the admiralty and maritime jurisdiction of this Court, pursuant to 28 U.S.C. §1333, and is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims.

2. Venue is proper in this district because the M/V TEMARA is now, or will be during the pendency of this action, within this district and within the jurisdiction of this Honorable Court.

The Parties

3. Plaintiff WORLD FUEL SERVICES EUROPE LTD., d/b/a TRANS-TEC, (“WFS”) is a foreign corporation organized under the laws of the country of the United Kingdom with its principal place of business in London, UK.

4. Upon information and belief, the M/V TEMARA is a ship owned by Cimpship Transportes Maritimos S.A. (“CTM”), and managed by Ership SAU (“Ership”), which are foreign corporations with offices in Funchal, Portugal.

5. Upon information and belief, at the times relevant to this suit, the M/V TEMARA was chartered to Copenship Bulkera A/S (“Copenship”).

6. The M/V TEMARA is now or will be during the pendency of this action within this district and within the jurisdiction of this Honorable Court.

Count I

7. On or about December 22, 2014, WFS entered an agreement with the M/V TEMARA and Copenship to provide bunkers and marine gas oil to the M/V TEMARA. A copy of the confirmation confirming the Agreement is attached as Exhibit 1.

8. The Agreement provided that WFS’s subcontractor and physical supplier Gazpromneft Marine Bunker Ltd. (“Gazprom”) would make the fuel delivery, and that the sale of fuel oil and marine gas oil was “on the credit of the vessel.” It further provided the buyer “is presumed to have authority to bind the vessel with a maritime lien.” The Agreement incorporated, by explicit reference, WFS’s general terms and conditions and provided the web address to access those terms and conditions. See Exhibit 1.

9. On or about December 23, 2014, WFS provided the contracted-for bunkers and marine gas oil to the M/V TEMARA at the port of UST-Luga, Russia.

10. WFS delivered 342.000 metric tons of 380 CST max. 1% sulfur fuel oil, 450.000 metric tons of 380 CST max. 3.5% sulfur fuel oil and 120.000 metric tons of marine gas oil to the M/V TEMARA at the total price of \$220,494.00.

11. The bunker delivery receipt reflecting delivery of 342.000 metric tons of 380 CST max. 1% sulfur fuel oil to the M/V TEMARA on December 23, 2014 is attached hereto as Exhibit 2.

12. The bunker delivery receipt reflecting delivery of 450.000 metric tons of 380 CST max. 3.5% sulfur fuel oil to the M/V TEMARA on December 23, 2014 is attached hereto as Exhibit 3.

13. The bunker delivery receipt reflecting delivery of 120.000 metric tons of marine gas oil to the M/V TEMARA on December 23, 2014 is attached hereto as Exhibit 4.

14. The M/V TEMARA and Copenship were invoiced on December 29, 2014 for the fuel oil and marine gas oil delivered to the M/V TEMARA on December 23, 2014, and a copy of said invoice in the amount of \$220,494.00 is attached hereto as Exhibit 5.

15. Subsequently, on or about January 5, 2015, WFS entered an agreement with the M/V TEMARA and Copenship to provide marine gas oil to the M/V TEMARA. A copy of the confirmation confirming the Agreement is attached as Exhibit 6.

16. The Agreement provided that WFS's subcontractor and physical supplier V Marine Fuels Ltd. ("VMF") would make the fuel delivery, and that the sale of fuel oil and marine gas oil was "on the credit of the vessel." It further provided the buyer "is presumed to have authority to bind the vessel with a maritime lien." The Agreement incorporated, by explicit reference, WFS's general terms and conditions and provided the web address to access those terms and conditions. See Exhibit 6.

17. On or about January 5, 2015, WFS provided the contracted-for marine gas oil to the M/V TEMARA at Tongue Anchorage, UK.

18. The bunker delivery receipt reflecting delivery of 49.8990 metric tons of marine gas oil to the M/V TEMARA on January 5, 2015 is attached hereto as Exhibit 7.

19. The M/V TEMARA and Copenship were invoiced on January 12, 2015 for the marine gas oil delivered to the M/V TEMARA on January 5, 2015, and a copy of said invoice in the amount of \$35,029.10 is attached hereto as Exhibit 8.

20. Despite demands for payments for the amounts due for the fuel oil and marine gas oil provided, Copenship, Ership, and the M/V TEMARA have failed to pay, and have refused to pay the amounts due.

21. Pursuant to the Terms and Conditions of WFS applicable to this purchase of the fuel and marine gas oil, interest accrues on the unpaid balance at the rate of two-percent (2%) per month, which as of May 22, 2015 totaled \$20,138.26.

22. Said WFS Terms and Conditions also provide for a five-percent (5%) administrative fee on outstanding balances that remain unpaid when due, and which in this case totals \$12,776.16.

23. The Terms and Conditions of WFS, which are contained on its website and referenced in the Purchase Confirmation are attached hereto as Exhibit 9.

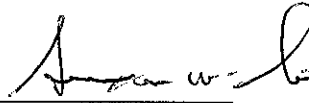
24. By reason of the aforementioned failure to pay for fuel oil and marine gas oil that were provided to the M/V TEMARA by WFS, the sum of \$288,437.52 is justly due and owing to WFS from Copenship and the M/V TEMARA. A copy of the WFS Statement of Account showing the total outstanding balance as of May 22, 2015 is attached as Exhibit 10.

25. WFS has a maritime lien on the M/V TEMARA for the unpaid balance due of \$288,437.52 for necessities provided to the vessel pursuant to 46 U.S.C. §§ 31341 and 31342, and WFS is entitled to a judgment against said Vessel in the amount of its claim, with interest and costs.

WHEREFORE, Plaintiff World Fuel Services Europe Ltd. demands:

- (a) That process *in rem* and a warrant for the arrest in due form in accordance with the practices of this Honorable Court and causes of admiralty and maritime jurisdiction issue against the M/V TEMARA, her engines, tackle, equipment and appurtenances, etc., with notice to all persons claiming any interest therein to appear and answer this Verified Complaint;
- (b) That the claim of World Fuel Services Europe Ltd. be adjudged to be a maritime lien on the M/V TEMARA, her engines, tackle, appurtenances, etc., and that a judgment be entered in favor of World Fuel Services Europe Ltd. against the M/V TEMARA, her engines, tackle, equipment, appurtenances, etc., for the amount of \$288,437.52, with interest, costs, and attorneys' fees;
- (c) That the M/V TEMARA, her engines, tackle, equipment and other appurtenances be condemned and sold to pay the judgment entered in favor of World Fuel Services Europe Ltd.; and
- (d) That World Fuel Services Europe Ltd. have and recover such other further relief as the justice of this cause may require.

/s/



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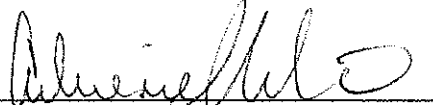
WORLD FUEL SERVICES EUROPE LTD.,
d/b/a TRANS-TEC

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VERIFICATION OF COMPLAINT

BEFORE ME, the undersigned authority, personally came and appeared Adrienne Urban who deposed and said that she is a Director of WORLD FUEL SERVICES EUROPE LTD. d/b/a TRANS-TEC, that she has read the above and foregoing Complaint and knows the contents thereof and that the same are true and correct based upon her personal knowledge and the documents available to her; and that she is authorized to verify the Complaint filed herein.


Director

Subscribed and sworn to before me this 21st day of May 2015.


Notary Public

My commission expires:

10/03/2016

